



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles Health and Mental Health Services

DATE: Wednesday, May 12, 2021
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDINGS,
MEETING WILL BE HELD BY PHONE.
TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:
DIAL-IN NUMBER: 1 (323) 776-6996
CONFERENCE ID: 479494149#**

[MS Teams link](#) (Ctrl+Click to Follow Link)

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO
UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

- I. Call to order
- II. **Discussion Item(s):**
 - a. **DHS:** Strategic plan to advance equitable healthcare access for primary care in Los Angeles County
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. **DHS:** Request approval of Amendments to Three Sole Source Agreements for Medical Equipment Maintenance, Support and Repair Services
 - b. **DHS:** Request approval to accept compromise offers of settlement for patients who received medical care at either County facilities and/or at non-County operated facilities under the Trauma Center Service Agreement

IV. **Presentation Item(s):**

- a. **PW/DHS:** LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project
- b. **DMH:** Request Delegated Authority to Amend the Existing Contract with Southern California Grantmakers for the Veteran Peer Access Network Program for Fiscal Years 2021-22 and 2022-23

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda

VII. Public Comment

VIII. Adjournment

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

May 25, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO THREE SOLE SOURCE AGREEMENTS
FOR MEDICAL EQUIPMENT
MAINTENANCE, SUPPORT AND REPAIR SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of amendments to three sole source agreements with Fujifilm Medical Systems U.S.A., Inc., Hologic, Inc. and Olympus America, Inc. (Agreements) to increase the maximum County obligation for ongoing equipment maintenance, support and repair services at the Department of Health Services and the Department of Public Health facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or authorized designee, to execute an amendment to sole source Agreement Number H-706069 with Fujifilm Medical Systems U.S.A., Inc. (Fujifilm), effective upon Board approval, to increase the maximum County obligation for the entire term of the Agreement by an estimated amount of \$5,103,955 for maintenance, support and repair services for additional computed radiography digital imaging systems at the Department of Health Services (DHS) and the Department of Public Health (DPH) facilities.
2. Delegate authority to the Director, or authorized designee, to execute an amendment to sole source Agreement Number H-703614 with Hologic, Inc. (Hologic), effective upon Board approval, to increase the maximum County obligation for the entire term of the Agreement by an estimated amount of \$737,115 for maintenance and repair services for additional mammography equipment at the DHS facilities.
3. Delegate authority to the Director, or authorized designee, to execute an amendment to sole source Agreement Number H-706477 with Olympus America, Inc. (Olympus), effective upon Board approval, to increase the maximum County obligation for the

entire term of the Agreement by an estimated amount of \$370,173 for maintenance and repair services for additional endoscope equipment at the DHS facilities.

4. Delegate authority to the Director, or authorized designee, to execute amendments to these Agreements to: (a) add, delete and/or modify certain terms and conditions, including those required by applicable law, County policy, the Board and/or the CEO; (b) provide for emergency, unforeseen and as-needed services, out-of-scope repairs, and maintenance and support for additional equipment and equipment at additional facilities; (c) make changes to the maintained equipment and/or scope of services based on operational needs; (d) add and/or delete equipment, services provided and/or other County departments and/or facilities; and (e) effect the termination of these Agreements in accordance with the terms and conditions contained in the Agreements, all subject to approval by County Counsel.
5. Delegate authority to the Director, or authorized designee, to increase the maximum County obligation under each Agreement by up to 40 percent to cover the cost of: (a) emergency, unforeseen and as-needed maintenance, repair and/or professional/support services and out-of-scope repairs; (b) the addition of maintenance and support for equipment that is no longer covered by the manufacturer warranty; and (c) the addition of DHS and other County department facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Fujifilm

Fujifilm provides preventive equipment maintenance and support, software maintenance and support, and professional services for computed radiography digital imaging systems at various DHS and DPH facilities. Over the years, the Fujifilm system of equipment has expanded throughout DHS and DPH facilities and encompassed changes in radiological technology applicable to direct patient services. Fujifilm's information technology ancillary services support data storage, image retrieval backups and network distribution of radiology patient information. Fujifilm's Radiology Picture, Archiving and Communications System (PACS) called Synapse is a standard, enterprise-wide turnkey comprehensive radiology solution that has been implemented and is operating throughout DHS and DPH.

The Agreement with Fujifilm was approved by the Board on June 4, 2014 and initially only serviced DHS facilities, with delegated authority to increase the maximum annual County obligation under the Agreement to account for the addition of maintained equipment, maintenance, support and repair services, and serviced facilities/locations. Throughout the term of the Agreement, DHS exercised its delegated authority to add additional equipment at the DHS facilities and to add facilities, including those at the Sheriff's Department and DPH, acquire additional as-needed services and increase the maximum County obligation by up to 40% (\$2,805,096 annually), which is on track to be exhausted by June 30, 2021.

Approval of the first recommendation will allow the Director, or authorized designee, to execute an amendment with Fujifilm, substantially similar to Exhibit I, to increase the maximum County obligation under the Agreement to account for the equipment at the DHS Integrated Correctional Health Services (formerly Sheriff's Medical Services Bureau), Juvenile Correction Health Services and DPH facilities, following inventory of the County equipment to be maintained under the Agreement.

Hologic

Hologic provides preventive maintenance and repair services for mammography equipment. Hologic mammography equipment provides three-dimensional images of a stationary compressed breast. These pieces of equipment are used for breast cancer screenings and diagnoses to help detect cancers sooner or to detect cancers that may have been missed with traditional two-dimensional mammography. Hologic equipment has become the standard at the DHS facilities.

The Agreement with Hologic was approved by the Board on November 12, 2008 for preventive maintenance and repair services for mammography equipment at the Olive View-UCLA Medical Center and Mid-Valley Comprehensive Health Center, with delegated authority to increase the maximum County obligation under the Agreement to account for the addition of maintained equipment, maintenance and repair services, and serviced facilities/locations. Throughout the term of the Agreement, DHS exercised its delegated authority to add maintained equipment at the DHS facilities and to add serviced facilities, including Harbor-UCLA Medical Center, Martin Luther King, Jr. Outpatient Center, High Desert Regional Health Center, Hubert H. Humphrey Comprehensive Health Center, Long Beach Comprehensive Health Center, Rancho Los Amigos National Rehabilitation Center and LAC+USC Medical Center, acquire additional as-needed services and increase the maximum County obligation by up to 40% (\$672,000 annually), which is on track to be exhausted by October 31, 2021.

Approval of the second recommendation will allow the Director, or authorized designee, to execute an amendment with Hologic, substantially similar to Exhibit II, to increase the maximum County obligation under the Agreement to account for the additional equipment to be maintained under the Agreement.

Olympus

Olympus provides preventive maintenance and repair services for endoscope equipment at the DHS facilities. Olympus endoscopes are used in anesthesiology, bariatrics, gastroenterology, general surgery, gynecology, pulmonology, thoracic surgery and urology to diagnose and help determine the best type of treatment for patients. The endoscopes are used when magnetic resonance imaging (MRI), x-ray or computerized tomography (CT) scan are not appropriate for diagnosis.

The Agreement with Olympus was approved by the Board on July 21, 2015 for DHS to spend up to a total of \$1,493,421 annually for all preventive maintenance and repairs of

Olympus endoscope equipment at the DHS facilities, with delegated authority to increase the maximum annual County Obligation under the Agreement to account for the addition of maintained equipment, maintenance and repair services, and serviced facilities/locations. Throughout the term of the Agreement, DHS exercised its delegated authority to add maintained equipment at the DHS facilities and to add serviced facilities, acquire additional as-needed services and increase the maximum County obligation by up to 40% (\$1,493,421 annually), which is on track to be exhausted by July 31, 2021.

Approval of the third recommendation will allow the Director, or authorized designee, to execute an amendment with Olympus, substantially similar to Exhibit III, to increase the maximum County obligation under the Agreement to account for the additional equipment to be maintained under the Agreement.

Approval of the fourth recommendation will allow these Agreements to be amended timely, so that the critical medical equipment is maintained appropriately, to ensure the safety of patients and facility staff, as well as to meet the requirements of The Joint Commission, which requires facilities to ensure routine preventive maintenance, timely repairs and performance/safety testing of its medical equipment in order to maintain patient safety for accreditation and certification.

Approval of the fifth recommendation will allow the Director, or authorized designee, to amend these Agreements to increase the maximum County obligation by up to 40 percent for emergency, unforeseen and as-needed maintenance, repair and professional/support services, out-of-scope repairs, maintenance for additional equipment that is no longer covered by the manufacturer warranty and including equipment at additional DHS and other County department facilities to be serviced under the Agreements. Based on experience with equipment maintenance and repair services, DHS believes that the requested increase in the maximum County obligation under these Agreements is appropriate, as adding even a few pieces of equipment or an additional facility may require a significant cost increase. Facilities will only request that equipment, locations, emergency work and/or support services be added to these Agreements if additional services are needed and funding is available in a facility's budget.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy II.2 "Support the Wellness of Our Communities" and III.3 "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The increase in the maximum County obligation for the three (3) Agreements (before 40% contingency increases) is estimated at \$6,211,243, with a total maximum County obligation of \$41,513,114 (\$28,083,145 for Fujifilm; \$3,832,597 for Hologic; and \$9,597,372 for Olympus) for the remainder of the term of these Agreements. The total

potential 40% increase under the delegated authority for the remainder of the term of the Agreements is \$5,973,082, to be funded with existing resources.

Funding is included in the DHS Fiscal Year 2020-21 Final Budget and will be requested in future fiscal years as appropriate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 4, 2014, the Board approved Agreement Number H-706069 with Fujifilm, the original equipment manufacturer (OEM), for maintenance, support and repair of computed radiography digital imaging systems at the DHS and DPH facilities, for a term through June 30, 2021 with up to three (3) one-year automatic extension options.

On November 12, 2008, the Board approved Agreement Number H-703614 with Hologic, the OEM, for maintenance and repair of mammography equipment at the DHS facilities, for a term through October 31, 2021 with up to two (2) one-year extension options.

On July 21, 2015, the Board approved a successor Agreement Number H-706477 with Olympus, the OEM, for maintenance, support and repair of endoscope equipment at the DHS facilities, for a term through July 31, 2020 with two (2) one-year extension options.

On May 11, 2021, in accordance with Board Policy 5.120, DHS notified the Board of its intent to request a delegation of authority for an increase in the maximum County obligation in excess of 10%.

The services provided under these Agreements are highly specialized and cannot be provided by County staff. Further, these services are only needed on a part-time and/or intermittent basis. Therefore, these Agreements are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The Chief Information Officer (CIO) has reviewed the Board letter and recommends approval of the amendment to the Fujifilm Agreement. CIO further determined that a CIO Analysis is not required for the recommended action.

The Amendments (Exhibits I, II and III) include the most recent Board required provisions and have been approved by County Counsel as to form.

CONTRACTING PROCESS

On December 9, 2020, DHS notified the Board of its intent to negotiate amendments to sole source Agreements with Fujifilm, Hologic and Olympus for maintenance, support and repair services (Attachment A). As OEMs, these contractors are sole providers of preventive maintenance, support and repair services, software maintenance and support services, and professional services at the DHS and DPH facilities. Only Fujifilm, Hologic and Olympus technicians are certified to provide necessary services for its proprietary equipment and software technology to meet the requirements of the Joint Commission,

The Honorable Board of Supervisors

May 25, 2021

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since these contractors do not provide training to third party vendors. The sole source checklist is attached as Attachment B.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure ongoing maintenance, support and repair services and professional services for medical equipment at the DHS and DPH facilities.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director

William S. Kehoe
Chief Information Officer

CRG:cc:al

Enclosures (5)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



Health Services
LOS ANGELES COUNTY

ATTACHMENT A

December 9, 2020

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

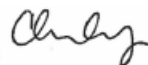
Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D. 
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO INCREASE
MAXIMUM OBLIGATION FOR THREE SOLE SOURCE
AGREEMENTS**

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

This is to advise the Board of Supervisors (Board) that within the next six months, the Department of Health Services (DHS) intends to return to the Board to request approval to increase the County maximum obligation for the maintenance and repair services of various medical equipment for three sole source agreements: (i) Agreement No. H-706069 with Fujifilm Medical Systems, U.S.A. Inc, (Fujifilm) for ongoing equipment maintenance and support, software maintenance and support, and professional services; (ii) Agreement No. H-703644 with Hologic, Inc. (Hologic) for ongoing mammography equipment preventive maintenance and repair services; and (iii) Agreement No. H-706477 with Olympus America Inc. (Olympus) for ongoing endoscope preventative maintenance and repair services.

Board Policy No. 5.100 requires written notice at least six months prior to the expiration of a contract, for amendments to existing contracts, when departments do not have delegated authority to execute such amendments. Departments must allow four weeks for Board review of such notice prior to commencing contract negotiations. Agreement No. H-706069 with Fujifilm expires on June 30, 2021 with three one-year automatic extensions through June 30, 2024. Agreement No. H-703644 with Hologic expires October 31, 2021 with two one-year optional extensions through October 31, 2023. And Agreement No. H-706477 with Olympus expires July 31, 2021 with a one-year optional extension through July 31, 2022. There is no intent to make other changes the terms of the Agreements.

Background

Fujifilm

Fujifilm provides preventive equipment maintenance and support, software maintenance and support, and professional services for computed radiography digital imaging systems at various DHS and

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Los Angeles, CA 90012

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Fax: (213) 481-0503

www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary care"*



www.dhs.lacounty.gov

Department of Public Health (DPH) facilities. Over the years, the Fujifilm system has expanded throughout DHS and DPH facilities and encompassed changes in radiological technology applicable to direct patient services. Fujifilm's information technology ancillary services support data storage, image retrieval backups, and network distribution of radiological patient information. Fujifilm Radiology Picture, Archiving, and Communications System (PACS), known as Synapse, is a standard, enterprise-wide turnkey comprehensive radiology solution that has been implemented throughout DHS and DPH. The Agreement with Fujifilm was approved by the Board on June 4, 2014 and only included DHS facilities. On November 18, 2015, DHS exercised its delegated authority from the Board to add additional facilities and to increase the County's maximum obligation to add the Sheriff's Department, and on June 23, 2017, to add the equipment for DPH. Additional Fujifilm equipment were purchased through the years and were added to the Agreement, and it is anticipated that the County will exceed the current annual maximum obligation, inclusive of the authority delegated to DHS by the Board to increase the County's maximum obligation by up to 40% (\$2,805,096) before this Agreement expires on June 30, 2021.

Hologic

Hologic provides preventive maintenance and repair services for its mammography equipment. Hologic mammography equipment provides three-dimensional images of a stationary compressed breast. These pieces of equipment are used for breast cancer screenings and diagnosis to help find cancers earlier, or to find cancers that may have been missed with traditional two dimensional mammography. Hologic equipment has become standard at all DHS facilities. The Agreement with Hologic was approved by the Board on November 12, 2008 to provide preventive maintenance and repair services for its mammography equipment for Olive View-UCLA Medical Center and Mid-Valley Comprehensive Health Center. On June 6, 2018, the Board approved an amendment to the Agreement to add Harbor-UCLA Medical Center, Martin Luther King, Jr. Outpatient Center, High Desert Regional Health Center, Hubert H. Humphrey Comprehensive Health Center, and Long Beach Comprehensive Health Center. DHS exercised its delegated authority from the Board to increase the County's maximum obligation to add Rancho Los Amigos National Rehabilitation Center on February 7, 2020, LAC+USC Medical Center on June 2, 2020, and additional purchased equipment to the Agreement. The addition of facilities and equipment is anticipated to exceed the County's current annual maximum obligation inclusive of the authority delegated to DHS by the Board to increase the County's maximum obligation by up to 40% (\$672,000) before this Agreement expires on October 31, 2021.

Olympus

Olympus provides preventive maintenance and repair services for endoscope equipment at DHS facilities. Olympus endoscopes are used in anesthesiology, bariatrics, gastroenterology, general surgery, gynecology, pulmonology, thoracic surgery, and urology to diagnose and help determine the best type of treatment for patients. The endoscopes are used when Magnetic Resonance Imaging (MRI), x-ray, or Computerized Tomography (CT) scan are not appropriate for diagnosis. The Agreement was approved by the Board on July 21, 2015, authorizing DHS to spend up to a total of \$1,493,421 annually for all preventive maintenance and repairs of Olympus endoscope equipment at DHS facilities. On May 24, 2016, Olympus endoscopes for

LAC+USC Medical Center were added to the Agreement via an amendment, under delegated authority from the Board. Subsequently, additional Olympus endoscopes were added to the Agreement, for a current total maximum annual cost of \$1,455,186. It is anticipated that, as newly purchased endoscope equipment comes off warranty and needs to be added to the Agreement, and out-of-scope repair needs arise, the annual cost of the contracted services from Olympus will exceed DHS' spending authority before the Agreement expires on July 31, 2021.

Justification

Fujifilm is an Original Equipment Manufacturer (OEM) and sole provider of equipment maintenance and support, software maintenance and support, professional services and parts for its proprietary equipment and information technology components. Hologic and Olympus also are OEMs and sole providers of maintenance and repair services and parts for their proprietary equipment. Only Fujifilm, Hologic, and Olympus technicians are certified to provide necessary maintenance and support, software maintenance and support, and professional services to meet requirements of The Joint Commission, as the contractors do not provide outside training to a third-party vendor.

Since the inception of the Agreements, additional equipment has been purchased from the contractors for patient diagnosis and care and added to the three Agreements. The cost of the Agreements increased further with the addition of facilities/program such as DHS' Integrated Correctional Health Services (previously the Sheriff's Medical Services Bureau) and DPH. The equipment from Fujifilm, Hologic, and Olympus are vital for proper diagnosis and examination in providing medical procedures and treatment for patients throughout County facilities. With the Board's approval to increase the maximum obligation for the three Agreements, DHS can continue to provide necessary maintenance, support, and professional services for the equipment used to provide vital patient care.

Conclusion

Consistent with the Sole Source Board policy, I am informing the Board of my intention to proceed with negotiating amendments to increase the County's maximum obligation with Fujifilm, Hologic and Olympus, with no changes in terms of the Agreement. If no objection is received from the Board within four weeks, we will proceed with the negotiations and return to the Board for approval.

If you have any question or require additional information, please let me know, or your staff may contact Julio Alvarado, Director, Contracts and Grants, at (213) 288-7819.

CRG:al

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. Fujifilm Medical Systems U.S.A., Inc., Hologic, Inc. and Olympus America Inc. are all sole provider of preventive maintenance, support and repair services, software maintenance and support services, professional services, and parts for their proprietary technology and firmware. They neither authorize nor provide training to third party vendors for maintaining their equipment. Only their technicians are certified, providing the necessary services for its proprietary equipment and software technology, and able to meet the requirements by The Joint Commission.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla

Chief Executive Office

4/28/21

Date

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

May 25, 2021

DRAFT
DHS Letterhead

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO ACCEPT COMPROMISE OFFERS OF SETTLEMENT
FOR PATIENTS SEEN UNDER THE
TRAUMA CENTER SERVICE AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

To request Board approval for the Director of Health Services, or authorized designee, to accept compromise offers of settlement for patients who received medical care at either County facilities and/or at non-County operated facilities under the Trauma Center Service Agreement. The compromise offers of settlement referenced below are not within the Director's authority to accept.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services (Director), or authorized designee, to accept the attached compromise offers of settlement, pursuant to Section 1473 of the Health and Safety Code, for the following individual accounts:

Patients who received medical care at County facilities:

LAC+USC Medical Center – Account Number 100809732 in the amount of \$34,833.00

LAC+USC Medical Center – Account Number 101609849 in the amount of \$161,463.57

LAC+USC Medical Center – Account Number 101805832 in the amount of \$251,079.50

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Patients who received medical care at County facilities: The compromise offer of settlement for these patient accounts is recommended because the patients are unable to pay the full amount of charges and the compromise offers represent the maximum amount the Department of Health Services (DHS) was able to negotiate or was offered.

The best interest of the County would be served by approving the acceptance of these compromises, as it will enable the DHS to maximize net revenue on these accounts.

Implementation of Strategic Plan Goals

The recommended actions will support Strategy III.3 "Pursue for Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

This will expedite the County's recovery of revenue totaling approximately \$447,376.07
There is no net cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under County Code Chapter Section 2.76.046, the Director, or authorized designee, has the authority to reduce patient account liabilities by the greater of i) \$15,000, or ii) \$75,000 or 50 percent of the account balance, whichever is less. Any reduction exceeding the Director's, or authorized designee's, authority requires Board approval.

On January 15, 2002, the Board adopted an ordinance granting the Director, or authorized designee, authority to compromise or reduce patient account liabilities when it is in the best interest of the County to do so.

On November 1, 2005, the Board approved a revised ordinance granting the Director, or authorized designee, authority to reduce, on an account specific basis, the amount of any liability owed to the County which relates to medical care provided by third parties for which the County is contractually obligated to pay and related to which the County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

The Honorable Board of Supervisors
May 25, 2021
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Maximizing net revenues on patients who received medical care at County facilities will help DHS meet its budgeted revenue amounts. All payments received for the trauma accounts (non-County facilities) will replenish the Los Angeles County Trauma Funds.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:ANW:VP

Enclosures (3)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 21-5-A

Amount of Aid	\$81,084.00	Account Number	100809732
Amount Paid	0.00	Name	Adult Male
Balance Due	\$81,084.00	Service Date	10/01/16-10/08/16
Compromise Amount Offered	\$34,833.00	Facility	LAC+USC Medical Center
Amount to be Written Off	\$46,251.00	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LAC+USC Medical Center at a cost of \$81,084.00. The account was referred to the County vendor whom was able to negotiate the payment of \$34,833.00 for this account.

This compromise offer of settlement is recommended because it represents the maximum amount the County vendor was able to negotiate for payment.

The attorney has settled the case in the amount of \$100,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens the attorney proposes the following disbursement:

Disbursements	Total Claim	Proposed Settlement	Percent of Settlement
Attorney Fees	\$33,333.33	\$33,333.33	33.0%
Attorney Cost	\$4,082.00	\$0.00	0.0%
Other lien holders	\$81,298.00	\$20,000.00	20.0%
Los Angeles Department of Health Services	\$81,084.00	\$34,833.00	35.0%
Net to Client (Heirs)	\$0.00	\$11,833.67	12.0%
Total	\$199,797.33	\$100,000.00	100.00%

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 21-5-B

Amount of Aid	\$298,730.00	Account Number	101609849
Amount Paid	0.00	Name	Adult Male
Balance Due	\$298,730.00	Service Date	010/18/19 -11/13/19
Compromise Amount Offered	\$161,463.57	Facility	LAC+USC Medical Center
Amount to be Written Off	\$137,266.43	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LAC+USC Medical Center at a cost of \$298,730.00. The account was referred to the County vendor whom was able to negotiate the payment of \$161,463.57 for this account.

This compromise offer of settlement is recommended because it represents the maximum amount the County vendor was able to negotiate for payment.

DATA FOR COMPROMISE SETTLEMENT

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
TRANSMITTAL 21-5-C

Amount of Aid	\$502,159.00	Account Number	101805832
Amount Paid	0.00	Name	Adult Male
Balance Due	\$502,159.00	Service Date	03/30/20-04/01/20
Compromise Amount Offered	\$251,079.50	Facility	LAC+USC Medical Center
Amount to be Written Off	\$251,079.50	Service Type	Inpatient

JUSTIFICATION

The patient was treated at LAC+USC Medical Center at a cost of \$502,159.00. The account was referred to Business Office Operations Third-Party Liability Unit whom was able to negotiate the payment of \$251,079.50 for this account.

This compromise offer of settlement is recommended because it represents the maximum amount the Third-Party Liability Unit was able to negotiate for payment.

BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

II. RECOMMENDED ACTIONS (summarized)

III. COST AND FUNDING SOURCES

Cost:

Funding:

IV. BACKGROUND (critical and/or insightful)

V. POTENTIAL ISSUE(S)

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

MARK PESTRELLA, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 8, 2021

IN REPLY PLEASE

REFER TO FILE: PMI-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LAC+USC MEDICAL CENTER
INPATIENT TOWER KITCHEN DRAIN IMPROVEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87732
(SUPERVISORIAL DISTRICT 1)
FISCAL YEAR 2020-21
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish and approve the LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project, Capital Project No. 87732; the project budget; an Appropriation Adjustment; and authorize Public Works to use Job Order Contracts to deliver the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project, Capital Project No. 87732, with a total project budget of \$1,800,000.

3. Approve the Appropriation Adjustment to reallocate \$850,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the projected Fiscal Year 2020-21 expenditures for the LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project, Capital Project No. 87732.
4. Authorize the Director of Public Works or his designee to deliver the proposed LAC+USC Medical Center Inpatient Tower Kitchen Drain Improvement Project, Capital Project No. 87732, using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed LAC+USC Medical Center (MC) Inpatient Tower (IPT) Kitchen Drain Improvement Project is exempt from the California Environmental Quality Act (CEQA); establish and approve the capital project and budget; approve the related Appropriation Adjustment; and authorize Public Works to use Job Order Contracts to perform the project.

The existing IPT kitchen drainage capacity does not meet the current drainage demands when kitchen equipment is operating. This is causing water damage to the equipment and to the kitchen floor finishes. The proposed project will improve drainage in the IPT kitchen. An upgraded drainage system that supports the facility demands is required to provide sufficient drainage to prevent the overflow of hot water during kitchen operations. The project also includes replacement of the kitchen drainpipe and adjacent flooring due to pipeline corrosion and seepage.

The design was completed using a Board-approved, on-call architect/engineer agreement, and the design has been approved by Public Health and the Office of Statewide Health Planning and Development and is ready for construction. The project is anticipated to be substantially completed by January 2022.

Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by recycling disposable material, incorporating energy efficient products during construction, and by incorporating water and energy conservation features.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan. The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Objective III.3.2, Manage and Maximize County Assets by replacing existing building support systems that have exceeded their useful lives and can no longer be supported or maintained. The project will enhance operational efficiency and support the wellness of our communities through improved delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The total project budget for the LAC+USC MC IPT Kitchen Drain Improvement Project is \$1,800,000 (Enclosure A), which includes plans and specifications, plan check, Civic Art fee, construction, change order contingencies, consultant services, miscellaneous expenditures, and County services. Of this amount, the Department of Health Services (DHS) has already paid \$152,000 for preliminary assessment fees through the DHS operating budget.

Board approval of the Fiscal Year 2020-21 Appropriation Adjustment (Enclosure B) will reallocate \$850,000 from the DHS' Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2020-21 expenditures for the LAC+USC MC IPT Kitchen Drain Improvement Project, Capital Project No. 87732. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget.

Operating Budget Impact

There is no one-time or ongoing operational costs anticipated following completion of the project. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the IPT Kitchen Drain Improvement Project budget will include 1 percent of the eligible design and construction costs in the amount of \$11,800, to be allocated to the Civic Art Fund

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the IPT Kitchen Drain Improvement Project will include a best efforts goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and the "Targeted Worker" component will not be included as part of the project.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which consists of installing new trench drains, refurbishing interior floor finishes, modifications to existing floor slab for improved drainage, and minor plumbing and electrical modifications to support the updated drainage system, is categorically exempt under CEQA. The activities are within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (d), (f) ;15302 (c); and 15304 (f) of the State CEQA Guidelines, and Classes 1 (c), (d), (i); 2 (e); and 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed project consists of minor alterations of existing facilities with no expansion of existing use and replacement of existing utility systems or facilities with substantially the same purpose and capacity and minor alterations to land. The project will not include the removal of healthy, mature, scenic trees.

In addition, based on the records of the project, the activities will not be located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or any potential to cause an adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

Public Works utilized Board-approved, on-call consultants to prepare the plans and specifications for the projects. This project scope includes substantial renovation and remodeling work and, as such, Public Works has made the determination that the use of a Job Order Contract is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Public Works will work with the DHS to minimize construction impacts and disruptions at the facilities. Patient care services will remain fully operational during design and construction. All critical work will be completed in phases and during non-peak periods to minimize disruptions to patient services.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:AM:cg

Enclosure

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LAC+USC MEDICAL CENTER
INPATIENT TOWER KITCHEN DRAIN IMPROVEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87732
(SUPERVISORIAL DISTRICT 1)
FISCAL YEAR 2020-21
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	02/19*
Jurisdictional Approvals	12/19*
Construction Start	06/21
Substantial Completion	01/22
Final Acceptance	04/22

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Hard Costs	
Construction (Job Order Contract)	\$ 930,500
E-Gordian	\$ 19,500
Contingency	\$ 135,000
Construction Subtotal	\$1,085,000
Civic Art	\$ 11,800
Hard Costs Subtotal	\$1,096,800
Soft Costs	
Plans and Specification	\$ 250,000
Consultant Services	\$ 88,000
Miscellaneous Expenditure	\$ 7,000
Jurisdictional Review, Plan Check and Permit	\$ 35,000
County Services	\$ 323,200
Soft Cost Subtotal	\$ 703,200
TOTAL	\$1,800,000

April 08, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

AUDITOR-CONTROLLER:

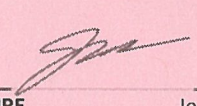
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES**

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE		DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	
	850,000		850,000
LAC+USC MEDICAL CENTER ENTERPRISE FUND MN4-HG-96-9911-60010 OPERATING TRANSFERS IN INCREASE REVENUE		LAC+USC MEDICAL CENTER ENTERPRISE FUND MN4-HG-96-9912-60010 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	
	850,000		850,000
ENT SUB - LAC+USC MEDICAL CENTER A01-AC-6100-21200-21224 OTHER FINANCING USES DECREASE APPROPRIATION		LAC+USC MEDICAL CENTER LAC+USC MC INPATIENT TOWER KITCHEN DRAIN IMPROVEMENT A01-CP-6014-64010-87732 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	
	850,000		850,000
SOURCES TOTAL	\$ 2,550,000	USES TOTAL	\$ 2,550,000

JUSTIFICATION

This budget adjustment of \$850,000 is necessary to fund Capital Project No. 87732, LAC+USC MC Inpatient Tower Kitchen Drain Improvement Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2020-21.


AUTHORIZED SIGNATURE

Jean Lo, Controller's Division, DHS

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

 REFERRED TO THE CHIEF
 EXECUTIVE OFFICER FOR---
☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 235

DATE

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE 4.19.2021

BOARD LETTER FACT SHEET

Agenda Review Date: May 12, 2021

Board Meeting Date: May 25, 2021

Sup. Dist. / SPA No.: All

DRAFT

CEO DA Approval

DEPARTMENT: *Mental Health*

SUBJECT: Request Delegated Authority to amend the existing Contract with Southern California Grantmakers for the Veteran Peer Access Network Program for Fiscal Years 2021-22 and 2022-23.

I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

Promote the County's efforts in addressing the mental health needs of its veterans and their families by partnering with organizations within those communities.

II. RECOMMENDED ACTIONS (summarized)

Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to the Department of Mental Health (DMH) Contract with Southern California Grantmakers (SCG) for the Veteran Peer Access Network (VPAN) to revise the terms and conditions; revise the Total Contract Amount (TCA); shift unspent funds from one fiscal year to other(s) during the term of the Contract; add, delete, modify or replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes; terminate the Contract in accordance with the termination provisions, including Termination for Convenience.

III. COST AND FUNDING SOURCES

Cost: N/A

Funding: N/A

IV. BACKGROUND (critical and/or insightful)

On November 19, 2019, your Board approved the Countywide Mental Health Services for Veterans Board motion instructing the Director of the DMH to execute an agreement with SCG to create a public-private partnership focused on the implementation of services to veterans using a peer-to-peer model. The motion did not include a recommendation to amend the executed contract. The Department is asking for delegated authority to do so, as necessary, to further the mission of the VPAN program. Due to delays and other extenuating circumstances as a direct result of the COVID-19 pandemic, not all funds were expended during the first year. DMH is seeking authority to shift unspent funds from this current fiscal year into FYs 2021-22 and 2022-23 to continue to meet the objectives of the VPAN Program.

V. POTENTIAL ISSUE(S)

N/A

VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

James Zenner, Program Manager, JZenner@dmh.lacounty.gov, (213) 738-3765
Emily Issa, County Counsel, Elssa@counsel.lacounty.gov, (213) 974-1827



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.
Director

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

May 25, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST DELEGATED AUTHORITY TO AMEND THE EXISTING CONTRACT
WITH SOUTHERN CALIFORNIA GRANTMAKERS FOR THE
VETERAN PEER ACCESS NETWORK PROGRAM
FOR FISCAL YEARS 2021-22 AND 2022-23
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request delegated authority to amend the existing contract with Southern California Grantmakers for the Veteran Peer Access Network for Fiscal Years 2021-22 and 2022-23 to allow for necessary contract changes for continuing support services for the military veteran population.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to the Department of Mental Health (DMH) Contract with Southern California Grantmakers (SCG) for the Veteran Peer Access Network (VPAN) to revise the terms and conditions; revise the Total Contract Amount (TCA); shift unspent funds from one fiscal year to other(s) during the term of the Contract; add, delete, modify or replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes, provided that: 1) the County's total payment to the Contractor will not exceed an increase of more than ten percent of the TCA; and 2) sufficient funds are available. These amendments will be subject to the prior review and

approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).

2. Delegate authority to the Director, or his designee, to terminate the Contract described in Recommendation 1, in accordance with the termination provisions, including Termination for Convenience. The Director, or his designee, will notify the Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On November 19, 2019, your Board approved the Countywide Mental Health Services for Veterans Board motion instructing the Director of the DMH to execute an agreement with SCG to create a public-private partnership focused on the implementation of services to veterans using a peer-to-peer model. The motion did not include a recommendation to amend the executed contract; this BL is asking for delegated authority to do so, as necessary, to further the mission of the VPAN program.

Board approval of Recommendation 1 will delegate authority to DMH to amend the Contract as necessary, including a shift of unspent funds to continue providing the VPAN program.

Board approval of Recommendation 2 will enable DMH to terminate the Contract and Agreements in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County's Strategic Plan Goal I via Strategy I.1 Increase Our Focus on Prevention Initiatives and Strategic Plan Goal II via Strategies II.1 Drive Economic and Workforce Development in the County and II.2 Support the Wellness of our Communities.

FISCAL IMPACT/FINANCING

There is no financial impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Countywide Mental Health Services for Veterans Board Motion dated November 19, 2019 authorized the Director of DMH to execute a contract with SCG for a total contract term of three fiscal years for the VPAN services. A key component of the

The Honorable Board of Supervisors
May 25, 2021
Page 3

VPAN Program is the delivery of peer support services to insured and uninsured Military Veterans and their families and is designed to achieve the following goals: 1) increase an individual's sense of wellbeing and self-worth; 2) provide access to basic needs and treatment; 3) reduce internal and external barriers to receive temporary and permanent housing; 4) increase the communities awareness of the VPAN and how to refer to the network; 5) empower and develop self-determination, shared responsibility, and a mutual agreement between peers and individuals to become connected with self-healing; and 6) engage and connect individuals with their community(ies).

Due to delays and other extenuating circumstances as a direct result of the COVID-19 pandemic, not all funds were expended during the first year. DMH is seeking authority to shift unspent funds from this current fiscal year into FYs 2021-22 and 2022-23 to continue to meet the objectives of the VPAN Program.

The attached amendment format (Attachment I) has been approved as to form by County Counsel.

As mandated by your Board, the performance of the Contractor is evaluated by DMH on an annual basis to ensure the Contractor's compliance with all Contract terms and performance standards.

IMPACT ON CURRENT SERVICES OR PROJECTS

Board approval of the proposed actions will promote the County's efforts in addressing the mental health needs of its veterans and their families by partnering with organizations within those communities.

Respectfully submitted,

Jonathan E. Sherin, M.D., Ph.D.
Director

JES:GCP:SK
YY:atm

Attachment

c: County Counsel
Executive Office, Board of Supervisors

The Honorable Board of Supervisors
May 25, 2021
Page 4

Chief Executive Office
Chairperson, Mental Health Commission

DRAFT

AGREEMENT NO. MH440001

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of May, 2021, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Southern California Grantmakers (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Department of Mental Health Veteran Peer Access Networks Contract," dated July 1, 2020, and further identified as County Contract No. MH440001, (hereafter "Contract"); and

WHEREAS, on May XX, 2021, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, County and Contractor intend to amend the Contract to revise the Fee Schedule (Exhibit B) to update funding allocations, and rollover unspent funds from Fiscal Year (FY) 2020-21 to FYs 2021-22 and 2022-23; and

WHEREAS, there will be no net change to the TCA; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of the Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree as follows:

Attachment I

1. This Amendment is effective upon execution.
2. For FY 2020-21, the TCA will decrease by \$2,207,907, from \$4,696,945 to \$2,489,039.
3. For FY 2021-22, the TCA will increase by \$1,103,953, from \$4,541,350 to \$5,645,303.
4. For FY 2022-23, the TCA will increase by \$1,103,953, from \$4,541,350 to \$5,645,303.
5. Fee Schedule (Exhibit B) is deleted in its entirety, and replaced with Fee Schedule (Exhibit B) – 1 attached hereto and incorporated by reference. All references in Contract to Fee Schedule (Exhibit B) will be deemed amended to state “Fee Schedule (Exhibit B) – 1.”
6. Except as provided in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By JONATHAN E. SHERIN, M.D., Ph.D.
Director of Mental Health

Southern California Grantmakers
CONTRACTOR

By _____

Name Christine Essel

Title President/CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

EXHIBIT B - 1

**FISCAL INTERMEDIARY SERVICES FOR
VETERAN PEER ACCESS NETWORK CONTRACT**

FEE SCHEDULE

1. TOTAL CONTRACT AMOUNT

The Los Angeles County Department of Mental Health (DMH) will pay to Southern California Grantmakers (SCG) a maximum of **\$13,779,645** for services rendered during the three Fiscal Year (FY) Term of the Contract, as shown in Table 1.

2. PAYMENT SCHEDULE

For services rendered in accordance with Exhibit A (Statement of Work (SOW)), County will pay Contractor the annual amounts as detailed in Table 1: ANNUAL MAXIMUM EXPENDITURE PER FISCAL YEAR.

Payment to SCG is based on original invoices, submitted monthly in arrears by Contractor. Monthly invoices shall include separate details for administrative and program costs respectively. No payment is made for services delivered beyond those services indicated in Exhibit A (SOW) without the prior approval of the DMH Lead Manager. The DMH designated staff will review the invoices and supporting documentation to ensure that services rendered are in substantial compliance with the requirements described in Exhibit A (SOW).

Table 1: ANNUAL MAXIMUM EXPENDITURE PER FISCAL YEAR

Table 1				
CATEGORY	FY 2020-21	FY 2021-22	FY 2022-23	Allocation for three FYs
1. Solicitation for five CBOs	\$1,843,931	\$4,502,757	\$4,502,757	\$10,849,445
2. VPAN Technology Platform	\$157,500	\$147,500	\$147,500	\$452,500
3. Training	\$115,000	\$148,350	\$148,350	\$411,700
Development/Administrative 15% Indirect Costs • Overhead • Salary (i.e. benefits) • Services and Supplies	\$372,608	\$846,696	\$846,696	\$2,066,000
Total Contract Amount:	\$2,489,039	\$5,645,303	\$5,645,303	\$13,779,645

***Indirect Administrative/Overhead costs may not exceed 15% of the total allocation per fiscal year as indicated in Table 1 - ANNUAL MAXIMUM EXPENDITURE PER FISCAL YEAR.

3. PAYMENT PROCEDURES

SCG will submit monthly invoices (Attachment I) for actual cost incurred for services provided under Exhibit A (SOW). SCG must submit supporting documentation and receipts, if applicable, for the confirmation and verification of services and invoice approval. Invoices must be specific as to the type of services being delivered. SCG will submit the monthly invoices to DMH by the 30th calendar day of the month following the month of the completed service.

Upon receipt and approval of original invoices from SCG, DMH will make payment within 60 days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH will reimburse SCG for the undisputed services contained on the invoice and work diligently with SCG to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursements payable to SCG. DMH shall send payments to:

Name of Agency: Southern California Grantmakers

Address of Agency: 1000 N. Alameda Street, Suite 230

City, State, Zip: Los Angeles, CA 90012

4. DESIGNATED DMH CONTACT PERSON

All questions and correspondence should be directed to:

James Zenner, LCSW, CPS, DMH Lead Manager:
County of Los Angeles – Department of Mental Health
Countywide Engagement Division
1816 S. Figueroa St, 6th Floor
Los Angeles, CA 90015
JZenner@dmh.lacounty.gov

All invoices should be submitted electronically to:

KPapazyan@dmh.lacounty.gov,
Attention: Kristine Papazyan, VPAN Management Analyst

Date Submitted:
Invoice Number:

**To: Los Angeles County Department of Mental Health
c/o Kristine Papazyan; KPapazyan@dmh.lacounty.gov,**

**Submitted By: Southern California Grantmakers
1000 N. Alameda Street, Suite 230
Los Angeles, CA 90012**

Description	Cost
TOTAL	\$

Name & Title SCG Staff

--

Signature

--